

COPY

AGREEMENT

BETWEEN

TOWNSHIP OF WASHINGTON

BERGEN COUNTY, NEW JERSEY

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

PASCACK VALLEY LOCAL NO. 206

WASHINGTON TOWNSHIP UNIT

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011


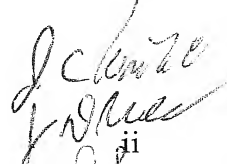
Law Office of D. John McAusland  
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Englewood Cliffs, New Jersey 07632  
(201) 871-2100

SM 2C 1/10/11  
for D. John McAusland  
1/10/11

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WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained the parties hereto agree with each other in respect to the Employees of the employer recognized as being represented by the PBA as follows:

*Handwritten signatures and initials in the bottom right corner, including "LC" and "PBA".*

## ARTICLE I

### RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all full time sworn law enforcement personnel in its Police Department in the Township of Washington, New Jersey, but excluding the Chief of Police, special traffic monitors, special police, probationary Employees and all other members.

*SA*  
*JC*  
*1082*

## ARTICLE II

### MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer including, but not limited to, the making and enforcement of rules and regulations, the establishment of reporting time, the right to hire, transfer, lay off, promote, demote, assign or discipline members, to relieve Employees from duties because of lack of work or other legitimate reasons, to plan, direct and control operations, to determine the amount and quantity of work needed, to introduce new or improved methods, to change existing practices. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are, specifically provided in this Agreement and in the statutes of the State of New Jersey.

SWC  
JC  
JDR  
JS

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### Section 1.

This grievance procedure shall provide a means by which Employees may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them. Discipline resulting in a five (5) day suspension or equivalent fine, or any lesser penalty, shall be subject to this grievance procedure.

##### STEP 1.

An Officer with a grievance shall first discuss it with his immediate supervisor for the purpose of resolving the matter informally. The supervisor shall attempt to resolve the matter within seven (7) calendar days.

##### STEP 2.

If the grievance has not been resolved at STEP 1, or if no decision has been rendered within seven (7) calendar days after presentation of that grievance at STEP 1, the aggrieved party may file a written grievance with the Chief of Police within three (3) calendar days after he has received his answer from his supervisor. If not further appealed, the grievance shall be deemed to be abandoned and the result at the preceding step shall be deemed conclusive. The Chief of Police shall respond within seven (7) calendar days.

*SPC*  
*JC*  
*10/10*  
*JS*  
4

STEP 3.

If the grievance is not settled satisfactorily in STEP 2, it may be appealed within seven (7) calendar days to the Director of the Department. A meeting shall be held between the two (2) parties within ten (10) calendar days, and the Director shall render his decision within fifteen (15) days of the meeting.

STEP 4.

If the grievance is not settled satisfactorily in STEP 3, the grievance shall be subject, at the instance of either party, to arbitration as provided in Article IV.

Section 2.

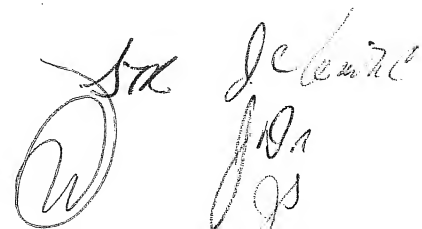
The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 3.

A grievance must be presented at STEP I within one (1) week from the date of occurrence or the Employee's notification thereof which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section 4.

A grievance affecting a group of Employees may be submitted by the PBA on behalf of the group in STEP 2 of this Article.

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Section 5.

No meetings held under the grievance or arbitration procedure shall be opened to the public.

SMC J. C. B. 70  
J. D. H.  
10/6

## ARTICLE IV

### ARBITRATION

#### Section 1.

In the event that an agreement cannot be reached between the PBA and the Employer with respect to a grievance involving and limited to the interpretation and application of any specific provision of this Agreement, it may, on the request of either party, be submitted to arbitration pursuant to the labor arbitration rules of the Public Employment Relations Commission, provided such request is made within fifteen (15) days after final decision has been rendered.

#### Section 2.

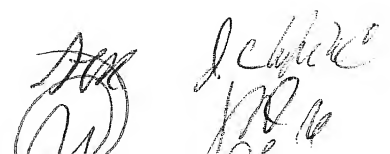
The decision of the Arbitrator shall be binding on both parties for a period to be named in the arbitration decision, but in no event to antedate the period for which this Agreement is effective.

#### Section 3.

The Arbitrator shall not have the authority to alter or modify any of the express provisions of this Agreement. In addition the Arbitrator shall set forth the reasons for making his or her award in a written opinion.

#### Section 4.

The expenses, including fees and other necessary expenses of the Arbitrator, shall be shared equally by the Employer and the PBA. All other expense incidental to, and arising out of, the arbitration shall be paid by the party incurring same.

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## ARTICLE V

### SALARIES

- A) The Salary Schedules for all Officers recognized as being represented by the PBA shall be as set forth in Appendix "A" which is attached hereto and made a part thereof.
- B) The Salary Schedules annexed hereto as Appendix A have been developed pursuant to the following agreed upon methodology:
1. Effective January 1, 2007, each step of the salary schedules for each rank shall be increased by 2%.
  2. Effective July 1, 2007, each step of the salary schedules for each rank shall be increased by another 2%.
  3. Effective January 1, 2008, each step of the salary schedules for each rank shall be increased by 3.75%.
  4. Effective January 1, 2009, each step of the salary schedules for each rank shall be increased by 3.5%.
  5. Effective January 1, 2010, each step of the salary schedules for each rank shall be increased by 3.25%.
  6. Effective January 1, 2011, each step of the salary schedules for each rank shall be increased by 2.5%.
- C) All economic benefits shall be retroactive to the effective date of such benefit and all retroactive payments shall be made as soon after execution of this Agreement as is practicable.

*SPD*  
*LC*  
*LO/10*  
*8*

D) Senior Officer Differential - Employees having completed seventeen (17) years of service shall receive an increase in their base pay rate of an amount equal to one-half (1/2) the difference between the Employee's then current base rate and the next higher rank rate of pay. [For example, a Sergeant having completed seventeen (17) years of Police service shall receive a Sergeant's pay expanded by one-half (½) the difference between the Sergeant's base rate and the Lieutenant's base rate of pay.] The following rank sequence shall be used for Senior Officer compensation computation purposes: Patrolman - Sergeant - Lieutenant - Captain - Chief. For those persons in the Detective Bureau the sequence for compensation shall be: Detective - Detective Sergeant - Lieutenant. The Senior Officer Differential shall not exceed five (5%) percent of the base rate of the Officer's permanent rank pay rate.

E) Tour Commander's Pay - Where there is no uniform Sergeant on a tour, then the uniformed Patrolman in charge of that tour shall be paid a Tour Commander's pay differential. Said differential shall be defined as the difference between the base salary of a Patrolman upon completion of the eighth (8<sup>th</sup>) year (maximum Schedule A) and the base salary of a Sergeant. Said Tour Commander's pay differential shall be paid in addition to all other compensation to which the Patrolman so working is entitled.

F) Pay checks shall be available to employees covered by this agreement for distribution at the close of banking hours on the calendar day preceding pay day,

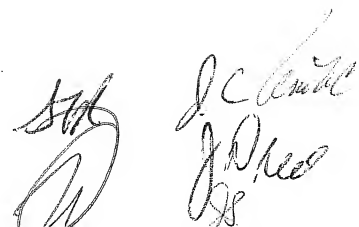
except that checks dated Mondays shall be made available on the prior Friday after  
3:00 P.M.

SM J. C. Lente  
W J. O. W.  
SS

## ARTICLE VI

### RETENTION OF BENEFITS

Any modifications of existing benefits shall be negotiated with the majority representative before they are established.

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## ARTICLE VII

### LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to statutes of the State of New Jersey as interpreted by the Courts, in suits or other legal proceedings against them, which arose from a reasonable and proper discharge of their official duties.

If any disciplinary or criminal proceedings brought against an Employee shall be dismissed or finally determined in favor of the Officer, then, the Officer shall be reimbursed for the expense of his defense.

In any event, there shall be no indemnification for punitive damages.

*brk*  
*JD/ko*  
*12*

## ARTICLE VIII

### DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or non-membership in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

*SM*  
*PD*  
*J. C. L...*  
*AD, L...*



## ARTICLE IX

### SAVINGS CLAUSE

In the event that any Federal or State legislature, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

SM Jc. White  
14

## ARTICLE X

### HOURS OF WORK AND OVERTIME

#### Section 1.

All persons except the Captain and persons regularly working in the Detective Bureau covered by this Agreement shall be placed on a "5-2/5-3 work chart". The work schedule shall provide for five (5) consecutive eight (8) hour tours of work followed by two (2) consecutive days off; followed by five (5) consecutive tours of work followed by three (3) consecutive days off and so on. This schedule shall provide one thousand nine hundred and fifty-two (1,952) hours of work per Officer per year, or two hundred and forty-four (244) eight (8) hour tours of work per year.

Persons in the rank of Captain and persons regularly working in the Detective Bureau shall continue to work their prior work schedule system, however, each such Employee shall receive annually sixteen (16) schedule adjustment days. A schedule adjustment day shall be defined as one (1) eight (8) hour tour of work as time off which had previously been scheduled as duty time.

#### Section 2.

Scheduling of schedule adjustment days shall be handled by the Police Department.

#### Section 3.

Any Employee working in excess of eight (8) hours per day shall be paid at the time and one-half (1½) rate for the excess time worked. In lieu of payments he may be credited with time off at his option at the time and one-half (1½). Any excess time

*SM JC [unclear]  
[unclear] [unclear]*

remaining at the end of the year shall be paid at time and one-half ( $1\frac{1}{2}$ ) the appropriate hourly rate. Compensatory time off may be carried over to the first quarter ( $\frac{1}{4}$ ) of the year following the year in which it was accrued. Time carried over and not used by the end of this first quarter ( $\frac{1}{4}$ ) will be forfeited. Compensatory time off be scheduled at the convenience of the Employer.

#### Section 4.

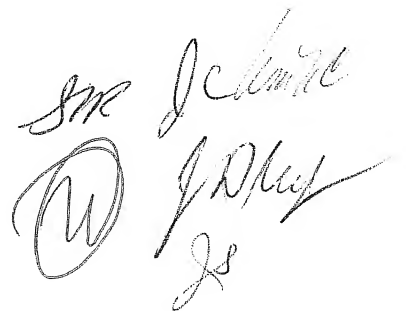
Any Employee who is recalled to work, which is not an extension of or in addition to his scheduled tour of duty, shall be guaranteed a minimum of four (4) hours compensation at the time and one-half ( $1\frac{1}{2}$ ) rate. Where the overtime is an extension of his regular tour of duty he shall be paid or credited for time actually worked as provided in Section 3 of this Article.

#### Section 5.

Overtime shall be allocated in the discretion of the Chief.

#### Section 6.

The Chief of Police may call for two (2) Departmental meetings per year. In addition, the Chief of Police may call for two (2) Superior Officers meetings per year. These meetings shall be compensated for by means of compensatory time off for each off-duty employee attending computed at straight time rates hour for hour. No compensation shall be given to any employee attending while on duty.



## ARTICLE XI

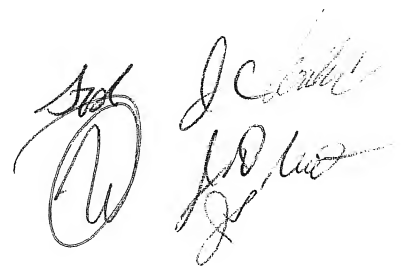
### LONGEVITY PAY

(1) Each full-time employee hired by the Township prior to January 1, 2004 shall receive longevity pay which shall be 1% of the officer's annual salary (as set forth in Appendix A) for each three years of service up to an officer's 24<sup>th</sup> year of service, at which time the longevity pay rate shall be 10%. This longevity schedule therefore shall be as follows:

<u>Years of Service</u>	<u>Percentage Increases</u>
3	1%
6	2%
9	3%
12	4%
15	5%
18	6%
21	7%
24	10%
27	10%
30 (and above)	10%

(2) The following represents the longevity schedule to be in effect for those officers hired subsequent to January 1, 2004:

<u>Years of Service</u>	<u>Percentage Increases</u>
6	2%
12	4%
18	6%
24	8%
30 (and above)	10%

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(3) Where an Employee has an anniversary date of employment which would entitle said Employee to a higher longevity value during said calendar year, then said Employee shall receive the higher longevity percentage rate effective January 1 of that year.

(4) Each Employee's longevity entitlement shall be folded in and paid along with the Employee's regular payroll. Longevity entitlement shall be used for all compensation computation purposes (hourly rate, overtime rate, holiday rate).

(5) In the event that an Employee is terminated for cause by the Employer prior to the Employee's anniversary date and, in a year where the Employee's longevity pay changes to a higher longevity percentage rate, then the Employer shall have the right to recover from the Employee's pay the difference between the higher percentage and the lower percentage already paid to the Employee during that year.

*SM*  
*W*  
*J. Clure*  
*J. D. Hues*  
*JS*

## ARTICLE XII

### HOLIDAYS

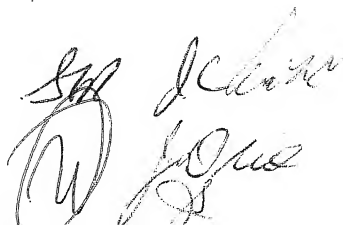
(1) In lieu of holidays as declared by the Employer, all full time members of the Office of Police will receive an additional twelve (12) days salary, or pro-rated portion thereof based upon commencement date of his employment.

(2) The holiday pay referred to above shall be incorporated within each Officer's base salary as of each Officer's initial date of employment within the Department and said pay shall be considered to be part of an Officer's salary for pensionable purposes.

(3) The inclusion of holiday pay as part of an Officer's base salary shall not be considered to be part of an Officer's base salary, however, for any computations other than for pension purposes, and shall be considered for no other purpose whatsoever such as the following items which are listed by way of illustration but not by way of limitation: overtime pay, college credit payments, personal day payments, terminal leave payments, senior officer differential payments, and percentage increases in base salary in future years.

(4) For any additional holidays beyond twelve (12) declared by the Employer, Employees shall be credited for equivalent compensatory time off which shall be taken at convenience of the Employer.

All rights by these Employees to holiday pay are forfeited should their services be terminated for cause by the Township.

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## ARTICLE XIII

### VACATIONS

Employees shall receive paid vacation as follows:

More than Six (6) Months but less than One (1) Year	Five(5) Working Days
Second Year	Ten (10) Working Days
Third Year	Ten (10) Working Days
Fourth Year	Eleven (11) Working Days
Fifth Year	Twelve (12) Working Days
Sixth Year	Fifteen (15) Working Days
Seventh Year	Fifteen (15) Working Days
Eighth Year	Fifteen (15) Working Days
Ninth Year	Fifteen (15) Working Days
Tenth Year	Fifteen (15) Working Days
Eleventh Year	Sixteen (16) Working Days
Twelfth Year	Seventeen (17) Working Days
Thirteenth Year	Eighteen (18) Working Days
Fourteenth Year	Nineteen (19) Working Days
Fifteenth Year	Twenty (20) Working Days
Sixteenth Year	Twenty-One (21) Working Days
Seventeenth Year	Twenty-Two (22) Working Days
Eighteenth Year	Twenty-Three (23) Working Days
Nineteenth Year	Twenty-Four (24) Working Days
Twentieth Year	Twenty-Five (25) Working Days

*SM J. L. L. L.*  
*J. L. L. L.*

At the option of the Township, and with the agreement of the Employee, the Township may offer "buy back" up to fifty (50%) percent of an Employee's vacation time at "straight" time rates, provided that the Employee will be available to work during any or all of such at "straight" time rates.

*San Icharo*  
*W. Plus*



## ARTICLE XIV

### MEDICAL, HEALTH AND DENTAL INSURANCE

- (1) Each full time Employee, on the first of the month following the date of two (2) months of continuous service, shall receive the State of New Jersey Health Benefits Program at the expense of the Employer.
- (2) Retirees may continue to be covered by the Township's group hospitalization insurance coverage at the retiree's expense provided the Township can arrange such coverage with its insurance carrier of record. The Township will attempt to secure continued group life insurance coverage for retirees and the retirees shall pay for such coverage.
- (3) The Employer shall, at its sole cost and expense, provide a fully paid family dental plan covering all Employees and their families. The level of insurance shall be designated as that which is currently offered by New Jersey Delta Dental as Plan II-A with orthodontic coverage.
- (4) Effective July 1, 2010, Employees shall contribute the following amounts based upon the Employee's selected coverage level per month towards their medical insurance coverage:

Single	\$30
Husband/Wife	\$40
Parent/Child	\$50
Family	\$60

*SR*  
*W*  
*DeVore*  
*J. Alvar*  
*8/22*

(5) The Township will provide a payroll deduction plan compliant with Internal Revenue Code § 125 for Employees to make the contributions set forth in Paragraph 4 on a pre-tax basis.

SM Iclaire  
J. P. Lee  
D. S.

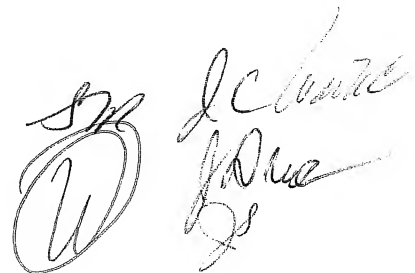
## ARTICLE XV

### GROUP LIFE INSURANCE

After three (3) months of continuous employment each full time Employee shall be enrolled, at the expense of the Employer, in a Group Life Insurance Policy in the amount of Ten Thousand (\$10,000.00) Dollars.

Insurance carrier and description:

Safeco	-	\$5,000	- Accidental Death and Dismemberment
		\$5,000	- Life Insurance
Safeco	-	\$10,000	- Accidental Death and Dismemberment
		\$10,000	- Loss of Life



## ARTICLE XVI

### UNIFORM ALLOWANCE

1) As of January 1, 2004, the \$1,000 clothing allowance shall be eliminated and an equivalent amount shall be added to each Officer's base salary. Because the sum will increase when additional salary increases are made to base salary, the PBA acknowledges that no new or supplemental clothing allowance proposals will be made in the future for the purchase and/or maintenance of uniforms or equipment under the conditions which existed as of January 1, 2004. These conditions include an Officer's responsibility to purchase and maintain his or her clothing and equipment except for uniform replacement if the uniform is damaged from unusual events occurring in the line of duty. The PBA agrees that these customary clothing maintenance requirements as existing on January 1, 2004 will be borne by each Officer in the future. Because of the unforeseen possibility that future requirements could compel the purchase and/or maintenance of clothing and/or equipment of a nature extending beyond what was the customary clothing maintenance requirements as of January 1, 2004, the PBA may, subject to the following requirements, propose a new or supplemental allowance. In the event that there is a dispute over this issue, the PBA must meet its burden to prove that any such proposal is predicated upon new requirements or changed circumstances which extend beyond what was the customary clothing maintenance requirements as of January 1, 2004. If such burden is met, the amount of the clothing which was

*BM JC Lemos*  
*D. J. Oliver*

eliminated of January 1, 2004 (\$1,000) and placed into base salary as increased by all "across the board" salary increases thereafter shall be considered as part of the reasonableness of any such proposal. A mere increase in expenses relating to the purchase and/or maintenance of covering the expenses associated with meeting the customary clothing maintenance requirements prior to January 1, 2004, shall not constitute a new requirement or changed circumstances.

2) Notwithstanding the above, the complete initial uniform requirements shall be supplied by the Employer for all new officers.

3) Notwithstanding the above, the Employer agrees to replace those articles of an officer's uniform that are torn or otherwise ruined during the performance of an officer's assigned duties. The Township is not responsible for the replacement of articles of an Officer's uniform that are due to be replaced because of frequent use.

4) It is understood by the PBA that all officers continue to be responsible for the proper maintenance of their uniforms and assigned equipment.

*SM J. C. 70*  
*D. J. 10/12*  
26

## ARTICLE XVII

### FALSE ARREST INSURANCE

Employer shall provide false arrest insurance for each Employee.

Insurance carrier and description:

LLOYD'S OF LONDON. Includes Personal Injury and Police Liability

*Don J. C. Lantz*  
*[Signature]*

## ARTICLE XVIII

### ADDITIONAL INSURANCE

All other insurance coverage provided for Employees heretofore shall remain in effect.

Insurance carrier and description:

Workman's Compensation

Self Insurance

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DfD  
28

## ARTICLE XIX

### PAID SICK LEAVE

This benefit shall be continued as heretofore subject to policy under the administration of the Director of the Department, the Chief of Police and the Chief Administrative Officer of the Department.

The present system of unlimited sick leave up to one year shall be unchanged. If any Officer is out sick for seven (7) consecutive work days a doctor's note is required.

If any Officer is out sick for fourteen (14) consecutive work days the Township of Washington will send the Officer to its own doctor, at the Township's expense.

*SM Schure*  
*D Jones*



## ARTICLE XX

### COLLEGE CREDIT PROGRAM

- (1) The salaries for full time Employees employed prior to January 1, 1979 shall be increased by the sum of Fifteen (\$15.00) Dollars for each credit completed in a recognized institution of higher education leading to a degree or associate degree in Police Science or Law Enforcement, provided such additional remuneration shall not exceed Five Hundred (\$500.00) Dollars in the calendar year.
- (2) Each member desiring to participate in the program shall present to the Administrator either before or at the time of enrollment in the institution, a breakdown of the credits to be taken.
- (3) Employee's college credit program entitlement shall be folded in and paid along with the Employee's regular payroll. College credit program entitlement shall be used for all compensation computation purposes (hourly rate, overtime rate, holiday rate, buy back rates).
- (4) Employees covered by this Agreement who earn an Associate Degree in the major field of Police Science or Law Enforcement from a recognized institution of higher learning shall, upon presentation of adequate evidence of such attainment, receive as an additional annual compensation to their base pay the maximum sum of Seven Hundred Fifty (\$750.00) Dollars annually thereafter in lieu of the existing Five Hundred (\$500.00) Dollars maximum allowance provided for in Paragraph (1) of this Article.
- 5) Effective January 1, 1980, Employees covered by this Agreement who have or

*SM JC Leane*  
*M.D. 10/10/30*

(6) Employees employed after the effective date of this Agreement shall receive no compensation under the college credit program until the receipt of one of the aforementioned degrees, and then only after the completion of the third year of service with the Township's Police Department. Upon such receipt and completion, those Employees shall be entitled to payment pursuant to Paragraph (4) or (5) of this Article (i.e., \$500.00, \$750.00, or \$1,000.00 payment only).

SR J. Condit  
D. H. Reed

ARTICLE XXI

ADDITIONAL COMPENSATION

Automobile Maintenance Officer \$300 (payable annually in November of each Year).

*for J. C. Jones*  
*W. Jones*  
*32*

## ARTICLE XXII

### PERSONAL DAYS

Employees covered by this Agreement shall be entitled to two (2) personal days annually. If for any reason such personal days are not taken by the Employee, he shall be compensated for same at the rate of pay in effect in the year in which they were earned.

Personal leave days shall be requested by the Employee in writing one (1) week in advance of the day requested except in the event of a personal emergency or other valid reason in the discretion of the Township or its designee. Requests for such days off shall not be unreasonably denied subject to the manpower needs of the Department.

Sm J. C. [unclear]  
[unclear] [unclear]

## ARTICLE XXIII

### BEREAVEMENT LEAVE

Employees covered by this Agreement shall be entitled to bereavement leave with pay totaling three (3) days in the event of death of certain family members, herein defined, where the distance to the funeral site is less than one hundred fifty (150) miles from the Municipal Building of the Township. In the event of the death of a spouse or child or stepchild, five (5) days bereavement leave shall be authorized.

In the event the distance to the funeral site to be traveled is in excess of one hundred fifty (150) miles from the Township Municipal Building, then in that event, the member shall be entitled to four (4) such bereavement leave days.

Such entitlement to leave shall arise in the event of death to a member's mother, father, sister, brother, spouse, mother-in-law or father-in-law, child or stepchild.

In the event of the death of a grandparent or grandchild, the entitlement shall be one (1) day.

SM  
W  
J. C. L. L.  
J. D. L.  
28 34

## ARTICLE XXIV

### TERMINAL LEAVE PROGRAM

Effective January 1, 1979, all Employees who utilize less than ten (10) sick days per calendar year shall be credited with one-half ( $\frac{1}{2}$ ) day of terminal leave for each day under ten (10) that is not used.

#### EXAMPLES

No. of Sick Days Used	No. of Terminal Leave Days Granted
0	5
1	4 $\frac{1}{2}$
2	4
3	3 $\frac{1}{2}$
4	3
5	2 $\frac{1}{2}$
6	2
7	1 $\frac{1}{2}$
8	1
9	$\frac{1}{2}$
10	0

Terminal leave days shall be payable at the Employee's daily rate of pay at retirement. The terminal leave benefit shall only apply if an Employee retires, and not upon transfer, quit or discharge. "Retirement" shall include disability retirement, regular retirement or death. The terminal leave benefit may be taken in pay upon retirement or in time off prior to retirement.

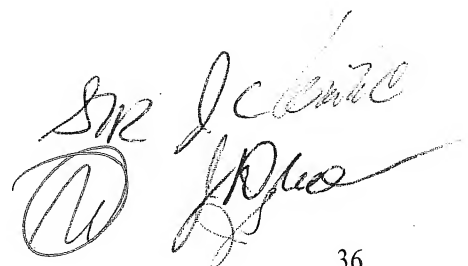
*SM JC Wenz*  
*W Jones*

## ARTICLE XXV

### INSURANCE

The Employer will indemnify all Employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.



## ARTICLE XXVI

### OFF DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the Employee shall have all of the rights and benefits concerning such action as if he were on active duty.

B. Recognizing that the Employer and its residents benefit from the additional protection afforded them by off duty Police Officers, and further recognizing the weighty responsibility and hazards confronting each off-duty Police Officer, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount; One (\$1.00) Dollar per year which shall be considered as part of the base annual wage.

Handwritten signatures in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'J. L. ...' and the other 'J. ...'.



## ARTICLE XXVII

### PRESERVATION OF RIGHTS

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Township of Washington which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

SM J. C. [Signature]  
[Signature] JR [Signature]  
[Signature]

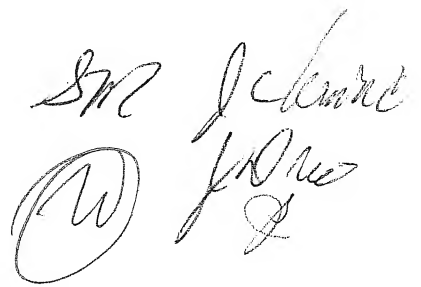
## ARTICLE XXVIII

### MAINTENANCE OF OPERATIONS

There shall be no strikes, work stoppage, slowdown, walkout, refusal to work or any other interference or interruption of the normal operations of the Township. The PBA covenants and agrees that during the term of this Agreement, neither it or any designated person acting on its behalf will cause, authorize, or support nor will any of its members take part in any strike, work stoppage, slowdown, walkout, refusal to work, or any other interference or interruption of the normal operations of the Township.

Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to ask and obtain any judicial relief as it may be entitled to have, in law or in equity, for injunction or damages, or both, in the event of such breach by the aforesaid Employees, PBA, or its members. It is agreed that any Employees engaging in any activities prohibited by this Article shall be subject to discipline.

Nothing contained in this Agreement shall be construed to limit or restrict the Employees, the PBA or any designated persons acting in its behalf from the right of public self-expression, either singly or collectively.

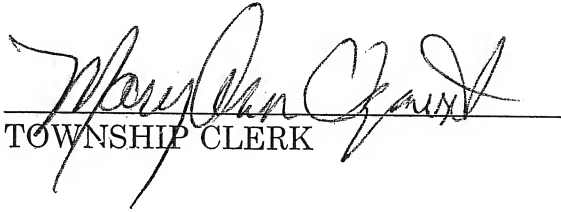
Handwritten signatures and initials in the bottom right corner. One signature appears to be "SM J. [unclear]" and another is "J. [unclear]". There are also some circular initials or marks.

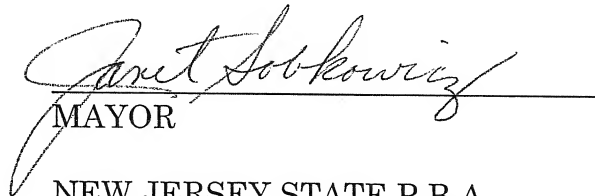
ARTICLE XXIX

DURATION

This Agreement shall become effective on January 1, 2007, and shall terminate on December 31, 2011.

WITNESS WHEREOF, the parties have hereunto affixed their signatures.

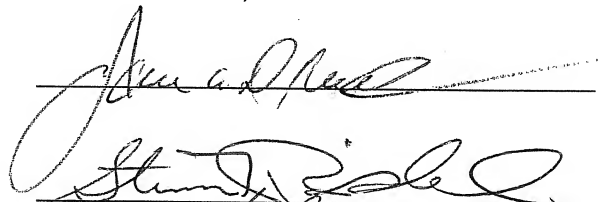
  
TOWNSHIP CLERK

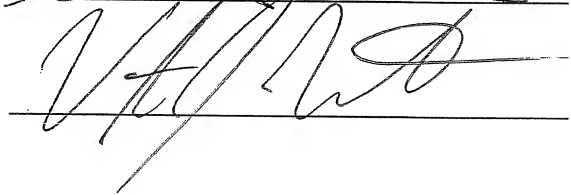
  
MAYOR

NEW JERSEY STATE P.B.A.  
PASCACK VALLEY, LOCAL #206  
WASHINGTON TOWNSHIP UNIT









# APPENDIX A

	EFFECTIVE 1/1/2007	EFFECTIVE 7/1/2007	EFFECTIVE 1/1/2008	EFFECTIVE 1/1/2009	EFFECTIVE 1/1/2010	EFFECTIVE 1/1/2011
PERCENTAGE INCREASE	2%	2%	3.75%	3.50%	3.25%	2.50%
CAPTAIN	\$105,221	\$107,326	\$111,350	\$115,248	\$118,993	\$121,968
SR. OFF. CAP.	\$110,482	\$112,692	\$116,918	\$121,010	\$124,943	\$128,066
LIEUTENANT	\$101,555	\$103,586	\$107,471	\$111,232	\$114,847	\$117,719
SR. OFF. LT.	\$103,388	\$105,456	\$109,411	\$113,240	\$116,920	\$119,843
DETECTIVE						
SGT.	\$99,085	\$101,067	\$104,857	\$108,527	\$112,054	\$114,855
SR. OFF. DET.						
SGT.	\$100,320	\$102,326	\$106,164	\$109,879	\$113,451	\$116,287
SERGEANT	\$96,870	\$98,808	\$102,513	\$106,101	\$109,549	\$112,288
SR. OFF. SGT.	\$99,213	\$101,197	\$104,992	\$108,667	\$112,198	\$115,003
DET.						
PATROLMAN	\$89,771	\$91,567	\$95,000	\$98,325	\$101,521	\$104,059
SR. OFF. DET.						
PTL.	\$94,428	\$96,317	\$99,928	\$103,426	\$106,787	\$109,457
PATROLMAN	\$88,050	\$89,811	\$93,179	\$96,441	\$99,575	\$102,064
SR. OFF. PTL.	\$92,453	\$94,302	\$97,838	\$101,263	\$104,554	\$107,168
SCHEDULE A						
POLICE ACAD.	\$28,560	\$29,131	\$30,224	\$31,281	\$32,298	\$33,106
GRADUATION	\$45,354	\$46,261	\$47,996	\$49,676	\$51,291	\$52,573
DURING 2ND						
YEAR	\$51,454	\$52,483	\$54,451	\$56,357	\$58,188	\$59,643
DURING 3RD						
YEAR	\$57,551	\$58,702	\$60,904	\$63,035	\$65,084	\$66,711
DURING 4TH						
YEAR	\$63,650	\$64,923	\$67,358	\$69,715	\$71,981	\$73,780
DURING 5TH						
YEAR	\$69,748	\$71,143	\$73,810	\$76,394	\$78,877	\$80,848
DURING 6TH						
YEAR	\$75,847	\$77,364	\$80,265	\$83,075	\$85,775	\$87,919
DURING 7TH						
YEAR	\$81,944	\$83,583	\$86,717	\$89,752	\$92,669	\$94,986
COMP. 7TH						
YEAR	\$88,050	\$89,811	\$93,179	\$96,441	\$99,575	\$102,064